

Velvet Care Plan Management
ABN 69 653 349 332
17 Provident Ave
GLYNDE SA 5070



Service Agreement (Plan Management)

Dear _____,

As discussed at our initial meeting, please review the following information outlining the scope of work agreed upon.

Scope

Velvet Care Plan Management Pty Ltd ('Velvet Care') provides Financial Intermediary & Plan Management services to participants of the National Disability Insurance Scheme (NDIS).

This Service Agreement is between Velvet Care and the Participant/Nominated Representative in the NDIS.

This Service Agreement will be in effect from today for the duration of the Participant's association with VC, or until we are notified otherwise in writing by the Participant/Nominated Representative.

Velvet Care Responsibilities

The responsibilities of Velvet Care include:

- Providing monthly statements of expenditure and available funding upon request;
- Providing financial intermediary services;
- Reconciling client balances;
- Paying supplier invoices on behalf of client;
- Processing client reimbursement claims;
- Tracking expenditure against client budget;
- Assisting with purchases (*where appropriate*);
- Troubleshooting;
- Client liaison via email, phone, etc;
- Consulting with the Participant/Nominated Representative on requests and regarding decisions about how funds are spent;
- Communicating in an open, honest and timely manner;
- Treating the Participant/Nominated Representative with courtesy and respect;
- Listening to the Participant/Nominated Representative's feedback and resolve problems quickly; and
- Protect the Participant's privacy and confidential information as per Velvet Care Privacy Policy (*available upon request*).

Responsibilities of Participant/Nominated Representative

I agree to:

- Take due steps to provide information as requested by Velvet Care in a timely manner;
- Discuss any concerns about our service with Velvet Care;
- Provide Velvet Care with my current NDIS Plan and other support documentation as required; and
- Advise Velvet Care immediately if the Participant's NDIS Plan is suspended or replaced by a new NDIS Plan, or the Participant stops being a participant in the NDIS.

Schedule of Supports

The supports and their prices are set out in the below Schedule of Supports. All prices are GST inclusive (*if applicable*) and include the cost of providing the supports. Additional expenses (*i.e. things that are not included as part of a Participant's NDIS supports*) are the responsibility of the Participant/Nominated Representative and are not included in the cost of the supports.

Velvet Care will claim directly from the National Disability Insurance Agency (NDIA) an agreed monthly fee for the provision of support as agreed in Schedule of Supports – Improved Life Choices (*Support Category 14*), upon acceptance of the Service Agreement.

Velvet Care's current fee structure uses the following line items:

- Plan Management & Capacity Building Set-up costs (14_033_0127_8_3)
 - Initial consultation
 - Loading of client details into client management system
 - Setting up client account within finance system
 - Loading plan
 - Setting service bookings
 - Budget allocation
- Plan Management Financial Administration (14_034_0127_8_3)
 - Reconciling client balances
 - Paying supplier invoices on behalf of client
 - Processing client reimbursement claims
 - Tracking expenditure against client budget
 - Monthly statements of expenditure and available funding
 - Assisting with purchases (*where appropriate*)
 - Troubleshooting
 - Client liaison via email, phone, etc

Velvet Care may also charge, with Participant/Nominated Representative's approval:

- Plan and Financial Capacity Building (14_031_0127_8_3)
 - Setting up and undertaking regular liaison with providers and monitoring
- Assistance with decision making, daily planning and budgeting (15_035_0106_1_3)
 - Provision of time limited support to assist a person to develop and maintain daily budget, including assistance in planning purchases

Plan management process

By nominating Velvet Care to provide plan management services and manage the funding we will claim from the NDIA portal for funding up to the amounts specified in the support category and budget approved in the Participant's current NDIS Plan.

After these supports are delivered, the service provider or Participant/Nominated Representative will claim payment for those supports from Velvet Care – by forwarding invoices to:

invoices@velvetcarepm.com.au

The Participant/Nominated Representative will provide bank details if necessary, to Velvet Care for reimbursement.

The Participant/Nominated Representative will provide Velvet Care details of their support budget as per the Participant's current NDIS Plan.

If the support categories or budgets change, the Participant/Nominated Representative agrees any changes will be submitted immediately in writing to Velvet Care, signed, and dated by the Participant/Nominated Representative.

The Participant/Nominated Representative agrees to immediately notify Velvet Care and provide relevant plan details in writing, if the Participant's NDIS Plan is replaced by a new plan, or the Participant ceases to be a participant in the NDIS.

Should either Party to this Service Agreement wish to end this Service Agreement they must give one month's notice in writing. If either Party seriously breaches this Service Agreement the requirement of notice will be waived. If the Participant/Nominated Representative wishes to provide feedback, or is not satisfied with the provision of supports and wishes to make a complaint, the Participant/nominated representative can contact Crystal Chan on 0468 378 268 or by email hello@velvetcarepm.com.au.

For the purposes of GST legislation, the both Parties to this Service Agreement confirm that:

- A supply of supports under this Service Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included, under subsection 33(2) of the National Disability Insurance Scheme Act 2013 (NDIS Act), in the Participant's NDIS Plan currently in effect under section 37 of the NDIS Act.

Velvet Care will pay GST as per specified in National Disability Insurance Scheme Act 2013 (NDIS Act).

Any advice given by Velvet Care outside of financial intermediary advice shall be considered general in nature. Velvet Care shall not be liable for any failure of, or delay in the performance of this Service Agreement for the period that such failure or delay is;

- Beyond the reasonable control of a party;
- Materially affects the performance of any of its obligations under this Service Agreement;
- Could not reasonably have been foreseen or provided against.

Nothing in the Service Agreement negates or diminishes the statutory guarantees regarding the supply of services the Participant/Nominated Representative receive under Australian Consumer Law (*Competition and Consumer Act 2010 - Schedule 2*).

Velvet Care takes in good faith the information provided by the Participant/Nominated Representative to be true and accurate, and that claims presented to Velvet Care are a true reflection of goods and services provided to the Participant in line with the NDIS guidelines (*National Disability Insurance Scheme Act 2013*).

Information provided by Velvet Care is in good faith, to the best of our knowledge and is considered to be correct at the time of communicating, however, changes may affect this accuracy therefore Velvet Care gives no assurance as to the accuracy of any information or advice given.

Acceptance of Agreement

I hereby acknowledge and accept the terms of this engagement as set out in this agreement.

Name of Participant/Nominated Representative:

NDIS number:

Date of Birth:

Current Address:

Nominee Address:

Participant/Nominated Representative email address:

Participant/Nominated Representative phone number:

Signature: _____

Date: _____